

Panaji, 27th February, 2025 (Phalguna 8, 1946)

**SERIES II No. 48**

# OFFICIAL GAZETTE GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note: There are three Extraordinary issues to the Official Gazette Series II No. 47 dated 20-02-2025 as follows:- (1) Extraordinary dated 20-02-2025 from pages 1019 to 1022 regarding Order from Department of Finance. (2) Extraordinary (No. 2) dated 22-02-2025 from pages 1023 to 1024 regarding Notification from Goa Legislature Secretariat. (3) Extraordinary (No. 3) dated 25-02-2025 from pages 1025 to 1026 regarding Corrigendum from Goa State Election Commission.*

## GOVERNMENT OF GOA

### Cooperative Societies

#### Notification

5-1991-2022/ARSZ/HSG/526

Date: 10-May-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**Balaji Harmony Cooperative Housing Maintenance Society Ltd., BEHIND SANJAY ENTERPRISES, NEAR GOOD SHEPHARD HOTEL, RAWANFOND, AQUEM BAIXO MARGAO**" - Goa is registered under code symbol No.-**RCSSZ2023240059**.

Application Ref. No.  
3593803082022244

(Rajesh Parwar)  
Asst. Registrar of Coop. Societies,  
South Zone, C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

### CERTIFICATE OF REGISTRATION

"**Balaji Harmony Cooperative Housing Maintenance Society Ltd, BEHIND SANJAY ENTERPRISES, NEAR GOOD SHEPHARD HOTEL, RAWANFOND, AQUEM BAIXO MARGAO**" - Goa has been registered on **10/05/2023** and its bears registration Code symbol No. **RCSSZ2023240059** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.  
3593803082022244

(Rajesh Parwar)  
Asst. Registrar of Coop. Societies,  
South Zone, C Type Quarters, C-2(Ground Floor),

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**PWD Complex, Fatorda, Margao - Goa. 403602**

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**Notification**

5-1993/2022/ARSZ/HSG

Date: 08-Jun-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**Palacio Rodrigues Co-op. Housing Maintenance Society Ltd. Near Pandava Chapel, Aquem Alto Margao Goa**" is registered under code symbol No.-**RCSSZ2023240063**.

Application Ref. No.  
3593809102022272

(**RAJESH PARWAR**)  
Asst. Registrar of Coop. Societies  
South ZoneC Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 08/06/2023

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**CERTIFICATE OF REGISTRATION**

"Palacio Rodrigues Co-op. Housing Maintenance Society Ltd., Near Pandava Chapel, Aquem Alto Margao Goa" has been registered on **08/06/2023** and its bears registration Code symbol No. **RCSSZ2023240063** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.  
3593809102022272

(**RAJESH PARWAR**)  
Asst. Registrar of Coop. Societies  
South ZoneC Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 08/06/2023

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**Notification**

5-1994-2023/ARSZ/HSG

Date: 04-May-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**The Bay Leaf Co-operative Housing Maintenance Society Limited, Mutt Road, Gogol, Margao, Salcete**" - Goa is registered under code symbol No.- **RCSSZ2023240058**.

Application Ref. No.  
3593814102022275

(**Rajesh Parwar**)  
Asst. Registrar of Coop. Societies,  
South Zone, C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 04/05/2023

**CERTIFICATE OF REGISTRATION**

**"The Bay Leaf Co-operative Housing Maintenance Society Limited, Mutt Road, Gogol, Margao, Salcete" - Goa** has been registered on **04/05/2023** and its bears registration Code symbol No. **RCSSZ2023240058** and its classified as **"Co-operative Housing Society"** under sub-Classification **"No.7-(d)-Co-operative Housing Maintenance Society"** in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.  
3593814102022275

(Rajesh Parwar)  
Asst. Registrar of Coop. Societies,  
South Zone, C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 04/05/2023

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**Notification**

5-1999-2023/ARSZ/HSG

Date: 19-Apr-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, **"The Cozy Nook Co-operative Housing Maintenance Society Ltd. Buticas Navelim Salcete - Goa** is registered under code symbol No.- **RCSSZ2023240055**.

Application Ref. No.  
3593816022023346

(Rajesh Parwar)  
Asst. Registrar of Coop. Societies,  
South Zone, C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 19/04/2023

**CERTIFICATE OF REGISTRATION**

**"The Cozy Nook Co-operative Housing Maintenance Society Ltd., Buticas Navelim salcete - Goa** has been registered on **19/04/2023** and its bears registration Code symbol No. **RCSSZ2023240055** and its classified as **"Co-operative Housing Society"** under sub-Classification **"No.7-(d)-Co-operative Housing Maintenance Society"** in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.  
3593816022023346

(Rajesh Parwar)  
Asst. Registrar of Coop. Societies,  
South Zone, C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 19/04/2023

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Notification

5-2004-2023/ARSZ/HSG

Date: 11-Apr-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Sumit Bells-III Co-operative Housing Society Limited Near Nuvem Chapel, Nuvem, Salcete - Goa is registered under code symbol No.- RCSSZ2023240053.

Application Ref. No.  
3593822102022281

(RAJESH PARWAR)  
Asst. Registrar of Coop. Societies  
South Zone, C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 11/04/2023

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CERTIFICATE OF REGISTRATION

"The Sumit Bells-III Co-operative Housing Society Limited, Near Nuvem Chapel, Nuvem, Salcete" - Goa has been registered on 11/04/2023 and its bears registration Code symbol No. RCSSZ2023240053 and its classified as "Co-operative Housing Society" under sub-Classification "No.7-(b)-Co-partnership Housing Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.  
3593822102022281

(RAJESH PARWAR)  
Asst. Registrar of Coop. Societies  
South Zone, C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 11/04/2023

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Notification

5-2005-2023/ARSZ/HSG

Date: 11-Apr-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "THE ROHAN HEIGHTS CO-OPERATIVE HOUSING MAINTENANCE SOCIETY LTD HOLY CROSS COLONY, NR. VISHAL MART, DABOLIM GOA 403711 is registered under code symbol No.- RCSSZ2023240054.

Application Ref. No.  
3593624112022293

(RAJESH PARWAR)  
Asst. Registrar of Coop. Societies  
South Zone C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 11/04/2023

**CERTIFICATE OF REGISTRATION**

**"THE ROHAN HEIGHTS CO-OPERATIVE HOUSING MAINTENANCE SOCIETY LTD, HOLY CROSS COLONY, NR. VISHAL MART, DABOLIM GOA 403711" - Goa** has been registered on **11/04/2023** and its bears registration Code symbol No. **RCSSZ2023240054** and its classified as **"Co-operative Housing Society"** under sub-Classification **"No.7-(d)-Co-operative Housing Maintenance Society"** in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.  
3593624112022293

(RAJESH PARWAR)  
Asst. Registrar of Coop. Societies  
South Zone C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 11/04/2023

**Notification**

5-2008/2023/ARSZ/HSG

Date: 02-Aug-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, **"Johella Apartments Co-operative Housing Maintenance Society Ltd"., Chandrawaddo, Fatorda, Margao Goa** is registered under code symbol No.- **RCSSZ2023240067**.

Application Ref. No.  
3593807032022166

(RAJESH PARWAR)  
Asstt. Registrar of Coop. Societies, South Zone,  
C Type Quarters, C-2(Ground Floor), PWD Complex,  
Fatorda, Margao - Goa. 403602

Dated:- 02/08/2023

**CERTIFICATE OF REGISTRATION**

**"Johella Apartments Co-operative Housing Maintenance Society Ltd"., Chandrawaddo, Fatorda, Margao Goa** has been registered on **02/08/2023** and its bears registration Code symbol No. **RCSSZ2023240067** and its classified as **"Co-operative Housing Society"** under sub-Classification **"No.7-(d)-Co-operative Housing Maintenance Society"** in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.  
3593807032022166

(RAJESH PARWAR)  
Asstt. Registrar of Coop. Societies, South Zone,  
C Type Quarters, C-2(Ground Floor), PWD Complex,  
Fatorda, Margao - Goa. 403602

Dated:- 02/08/2023

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Notification

5-2011-2023/ARSZ/HSG/998

Date: 07-Jun-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Stellar Residency Co-operative Housing Maintenance Society Limited, St. Joaquim Road, Opp: Bisleri Shop, Borda, Fatorda, Salcete." - Goa is registered under code symbol No.- RCSSZ2023240062.

Application Ref. No.  
3593824032023365

(RAJESH PARWAR)  
Asst. Registrar of Coop. Societies  
South ZoneC Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 07/06/2023

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**CERTIFICATE OF REGISTRATION**

"The Stellar Residency Co-operative Housing Maintenance Society Limited, St. Joaquim Road, Opp: Bisleri Shop, Borda, Fatorda, Salcete." - Goa has been registered on 07/06/2023 and its bears registration Code symbol No. RCSSZ2023240062 and its classified as "Co-operative Housing Society" under sub-Classification "No.7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.  
3593824032023365

(RAJESH PARWAR)  
Asst. Registrar of Coop. Societies  
South ZoneC Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 07/06/2023

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Notification

5-2012-2023/ARSZ/HSG/997

Date: 07-Jun-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "THE ESSEN WINDMILLS CO-OPERATIVE HOUSING MAINTENANCE SOCIETY LIMITED BEHIND COTTAGE HOSPITAL, NEAR MOGUBAI ESTATE, CHICALIM MORMUGAO SOUTH GOA DISTRICT GOA" - Goa is registered under code symbol No.- RCSSZ2023240061.

Application Ref. No.  
3593630032023373

(RAJESH PARWAR)  
Asst. Registrar of Coop. Societies  
South ZoneC Type Quarters, C-2(Ground Floor),

PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 07/06/2023

**CERTIFICATE OF REGISTRATION**

"THE ESSEN WINDMILLS CO-OPERATIVE HOUSING MAINTENANCE SOCIETY LIMITED, BEHIND COTTAGE HOSPITAL, NEAR MOGUBAI ESTATE, CHICALIM MORMUGAO SOUTH GOA DISTRICT GOA" has been registered on 07/06/2023 and its bears registration Code symbol No. RCSSZ2023240061 and its classified as "Co-operative Housing Society" under sub-Classification "No.7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.  
3593630032023373

(RAJESH PARWAR)  
Asst. Registrar of Coop. Societies  
South Zone C Type Quarters, C-2(Ground Floor),  
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 07/06/2023

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**Order**

21-2-2004/ARSZ/labour/3044

Date: 10-Feb-2025

**Read:-**

1. Showcause Notice dated 04/10/2002 issued to Mormugao Port and Dock Labour Contract Coop Society Ltd.
2. Showcause Notice/Interim Order no. 21-2-2004/ARSZ/Labour/555 Dated 19/07/2004, issued to the Mormugao Port and Dock Labour Contract Co-op. Society Ltd., Headland Sada, Mormugao Goa.
3. Office Order no. 21-2-2004/ARSZ/Labour/404 dated 13/09/2004 appointing Liquidator on the society.
4. Office Order 21-2-2004/ARSZ/Labour/2926 dated 28/01/2025 confirming termination of Liquidation proceedings of Mormugao Port and Dock Labour Contract Co-op. Society Ltd., Headland Sada, Mormugao Goa.

Whereas, the Mormugao Port and Dock labour Contract Coop. Society Ltd., Headland Sada, Mormugao Goa was registered under Maharashtra Coop. Societies Act on 22/03/1980 under code symbol No: PRD-(b)-2/South Goa/80 and it is classified as "Producer's Society" under sub classification (b) Labourer's Industrial Society in terms of Rule 9 of the Maharashtra Coop. Societies Rules, 1962 which was applicable to the State of Goa and deemed to have been registered under the Goa State Coop Act, 2001.

And Whereas, vide this office Order referred at sr.no. 3 above, an interim order referred at sr. no. 2 above was confirmed and Shri. Subhash D. Gawas, then Junior Auditor, O/o. Asstt. Registrar of Coop Societies, South Zone, Margao Goa was appointed as Liquidator of Mormugao Port & Dock labour Contract Coop Society Ltd., Vasco da Gama, Goa.

And whereas, vide this office order dated 28/01/2025, the deemed termination of Liquidation proceedings of the Mormugao Port and Dock Labour Contract Coop Society Ltd., Head land Sada Marmugao Goa has been confirmed.

In view of the above facts, I am inclined to pass the below mentioned Order:-

### ORDER

In exercise of powers vested in me under Section 19 of the Goa Co-operative Societies Act, 2001, I, Monal Manerikar, Asstt. Registrar of Co-op. Societies, South Zone, Margao Goa, in furtherance to Order referred at Sr. no. 4 above, hereby cancel the registration of the “**Mormugao Port and Dock Labour Contract Coop Society Ltd., Headland Sada, Mormugao Goa**”. The society shall, from the date of Order of cancellation, be deemed to be dissolved, and shall cease to exist as a corporate body.

(**Monal Manerikar**)  
Asst. Registrar Coop. Societies,  
South Zone, Margao – Goa.

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### Information & Publicity

#### Order

DIP/Admn/Prom/IA-AIO/2020/13/4938

Date: 01-Jan-2025

On the recommendation of the Goa Public Service Commission vide letter no. COM/II/11/26(1)/2016/328 dated 13/12/2024, the Government is pleased to promote Shri Nikhil S. Prajakte, Information Assistant to the post of Assistant Information Officer (Group ‘B’ Non Gazetted) on regular basis with immediate effect in the Pay Level 6 in the Pay Matrix as per VII Pay Commission and other allowances admissible as per rules in the Department of Information & Publicity.

The above officer is promoted against the vacancy caused upon the promotion of Shri Kiran B. Munankar, Assistant Information Officer to the post of Information Officer.

He shall be on probation for a period of two years.

He should convey his acceptance on or before 01/02/2025.

The expenditure on his pay and allowance shall be debited to Budget Head Demand No. 56, 2220- Information & Publicity, 01- Films, 001- Direction & Administration, 01- Department of Information & Publicity ( NP), 01- Salaries.

By order and in the name  
of the Governor of Goa

Sd/-

(**Dipak M Bandekar**)  
Director, Information & Publicity  
&  
Ex- Officio Addl. Secretary to the  
Govt of Goa



**Empowerment of Persons with Disabilities****Notification**

2/2(2)/2024-25/DEPwD/1653 of 2018

Date: 09-Dec-2024

The Government of Goa hereby re-constitutes the Monitoring Committee to see the Implementation of the roadmap periodically for Rehabilitation of Persons who has been treated of Mental Illness. The Committee shall consist of the following members:-

- |  |                          |
|--|--------------------------|
| 1 <i>Chief Secretary</i>   | - <i>Chairperson</i>     |
| 2 <i>Secretary (Health)</i>  | - <i>Member</i>          |
| 3 <i>Secretary (Provedoria)</i>  | - <i>Member</i>          |
| 4 <i>Dean, Institute of Psychiatrist and Human Behaviour</i>               | - <i>Member</i>          |
| 5 <i>Director, Department for Empowerment of Persons with Disabilities</i> | - <i>Member</i>          |
| 6 <i>Director, Institute of Public Assistance (Provedoria)</i>             | - <i>Member</i>          |
| 7 <i>Director, Directorate of Health Services</i>                          | - <i>Member</i>          |
| 8 <i>Secretary O/o State Commissioner to Persons with Disabilities</i>     | - <i>Member</i>          |
| 9 <i>Secretary (DEPwD)</i>   | - <i>Member Convenor</i> |

Function of the Monitoring Committee is to see the Implementation of the roadmap periodically for Rehabilitation of Persons who have been treated of Mental Illness.

The tenure of Committee shall be for a period of 3 years.

The Committee reviews a quarterly implementation of the Roadmap for Rehabilitation of Persons who have been treated of Mental Illness basis at the level of the Chief Secretary.

**By order and in the name of  
Governor of Goa,**

**Varsha Naik  
Director of DEPwD &  
Ex-officio /Jt. Secretary (DEPwD)**

**Department of Industries, Trade & Commerce**

**Notification**

3/16/2024-IND/45

Date: 19-Feb-2025

**Read: Government Notification No.3/16/2024-IND/33 dated 05/02/2025, published in the Official Gazette, Series I No. 46 dated 13/02/2025 in respect of the Project Proponent M/s. World Peace University.**

In exercise of the powers conferred by sub-section (1) of section 43 of the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021), the Government of Goa hereby

appoints a Planning, Development and Construction Committee, consisting of the following members, for the Investment Promotion Area declared by the Government vide Notification cited above, in respect of the Project Proponent M/s. World Peace University for the purpose of setting up a Private University to offer wide range of courses on Engineering, Marine Engineering, Medical Science, Management Studies, Arts, Journalism, Public Policy etc., in Thivim Village, Bardez Taluka, North Goa:-

(i)	Chief Secretary	-	Chairperson
(ii)	Secretary (Industries)	-	Member
(iii)	Director, Directorate of Industries, Trade and Commerce	-	Member
(iv)	Chief Town Planner (Planning)	-	Member
(v)	Director, Directorate of Health Services	-	Member
(vi)	Director of Fire and Emergency Service	-	Member
(vii)	Chief Inspector of Factories and Boilers	-	Member
(viii)	Chief Electrical Engineer, Electricity Department	-	Member
(ix)	Principal Chief Engineer, Public Works Department	-	Member
(x)	Principal Chief Conservator of Forests	-	Member
(xi)	Member Secretary, Goa State Pollution Control Board	-	Member
(xii)	Member Secretary, Goa Coastal Zone Management Authority	-	Member
(xiii)	District Collector, North Goa	-	Member
(xiv)	District Collector, South Goa	-	Member
(xv)	Chief Executive Officer of the Board	-	Member Secretary

The said Committee shall exercise all the powers, such as, control or erection of building, etc. and all other powers conferred on it by the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021).

This Notification shall come into force on the date of its publication in the Official Gazette.

By Order and in the name of  
the Governor of Goa.

**(Amalia O. F. Pinto)**  
Under Secretary (Industries)

—◆—  
**Order**

3/22/2023-IND/48

Date: 20-Feb-2025

The Government is pleased to Re-constitute a State Monitoring Committee under the PM Vishwakarma Scheme comprising the following members.

1.	<b>Principal Secretary/ Secretary(Industries)</b>	...	<b>Chairman/State Nodal Officer</b>
2.	Director (Industries, Trade & Commerce)	...	Member Convener
3.	Director (Handicraft, Textile & Coir)	...	Member
4.	Director (Panchayati Raj/Rural Development)	...	Member
5.	Director(Urban Development/Municipal Administrative)	...	Member
6.	Director (IT)	...	Member
7.	Managing Director (GHRSSIDC)	...	Member
8.	Director (Skill Development & Entrepreneurship	...	Member
9.	State DFO Director/ In-charge of MoMSME	...	Member
10.	State Lead Bank	...	Member
11.	Regional Director, Regional Directorates of Skill Development and Entrepreneurship, Maharashtra.		Member (Special Invitee)
12.	Collectors (Chairperson- District Implementation Committee)	...	Special Invitee
13.	State Engagement Coordinator, National Skill Development Corporation (NSDC), 5 <sup>th</sup> & 6 <sup>th</sup> Floor, Kaushal Bhawan, New Moti Bagh, New Delhi.	...	Special Invitee
14.	Project Director, District Rural Development Agencies.	...	Special Invitee
15.	Director, Directorate of Fisheries	...	Special Invitee
16.	Director, Jan Shikshan Sansthan Goa.	...	Special Invitee
17.	State Head Goa, Common Service Centre (CSC)	...	Special Invitee

The State Monitoring Committee (SMC) shall be responsible for the operational implementation and monitoring of the Scheme at the State level, it will also act as a bridge between the National Steering Committee (NSC) and the field level setup. The SMC shall ensure the following:

- (i) Co-ordination in roll out of the PM Vishwakarma.
- (ii) Active participation of stakeholder departments and agencies of the State Governments facilitating implementation of the Scheme.
- (iii) To facilitate agencies of Ministry of Skill Development and Entrepreneurship (MSDE) in providing Skill Training to the beneficiaries.
- (iv) To ensure coordination among banks and financial institutions for smooth provisioning of credit support to the beneficiaries.
- (v) To facilitate IT-ITeS related support in implementing the Scheme.
- (vi) To create awareness about the Scheme at the Gram Panchayat and Urban Local Body level in the state.
- (vii) To monitor the Scheme implementation and share suggestions or feedback, if any, with the National Steering Committee.

This Order supercedes the earlier Order No. 3/22/2023-IND/248 dated 09/11/ 2023.

By Order and in the name of  
the Governor of Goa.

**(Amalia O. F. Pinto)**  
Under Secretary (Industries)

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**Labour & Employment**

**Notification**

28/02/2025-LAB/Part-I/66

Date: 27-Jan-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 02/01/2025 in Case No. LC-II/IT/05/2022 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By Order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*  
Under Secretary (Labour)

**THE LABOUR COURT – II**  
**GOVERNMENT OF GOA**  
**AT PANAJI**

**(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)**

**Case No. LC-II/IT/05/2022**

Shri Constantino Colaco,  
Rep. by the President,  
United Bargemen's Association,  
Dr. Verenkar Building, 3<sup>rd</sup> Floor,  
Fr. Joseph Vaz Road,  
Vasco-Da-Gama, Goa 403802.

..... Workman/Party I

V/s

M/s. Vedanta Limited,  
River Fleet Division,  
Sesa Ghor, Patto,  
Panaji – Goa 403001

..... Employer/Party II

Workman/Party-I represented by Ld. Rep. Shri. P. Gaonkar.

Employer/Party-II represented by Ld. Adv. Shri. P.J. Kamat.

**PANAJI, DATED:02/01/2025.**

**AWARD**

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 06/07/2022, bearing No. 28/09/2022/336 referred the following dispute for adjudication to the Labour Court-II of Goa at Panaji Goa, constituted under section 7(1) of the said Act.

***“(1) Whether the action of the management of M/s. Vedanta Limited, River Fleet Shipping Division, Vasco, Goa, in transferring the services of Shri Constantino Colaco, Barge Driver, from Barge to River Fleet Shipping Office in general shift, is legal and justified?”***

***(2) If not, what relief, the Workman is entitled to?”***

2. On receipt of the reference, a case was registered under No. IT/05/2022 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short ‘Workman’), filed his Statement of Claim on 02/08/2022 at Exb.3. The facts of the case in brief as pleaded by the Workman that he continues to be a member of United Bargemen’s Association where other barge crew changed the Union. He stated that in the month of December, 2021 the barge crew of the Employer/Party-II (For short, “the Employer”) have resolved to re-join the United Bargemen’s Association and submitted the resignation dated 17/12/2021 to Goa Union of Industrial Workers and a copy of the said resignations were sent to the Employer. He stated that immediately on receipt of said resignations letters, the Employer started threatening and harassing the barge crew as they have joined the United Bargemen’s Association. He stated that the Employer felt that he has taken a major role in resignation of the barge crew from Goa Union of Industrial Workers. He stated that in order to harass and victimize him, he was issued a malafide transfer dt.28/12/2021. He stated that vide his representation dt.03/01/2022, he has requested to withdraw the malafide transfer order at River Fleet-Shipping Department at Vasco, in the General Shift as there is not exigencies of work. He stated that thereafter he made another representation dt.24/01/2022, in response to management letter dt.17/01/2022.
3. He stated that he was initially appointed as sailor on the barges w.e.f. 01/10/1998 and thereafter he was confirmed as “Barge sailor” vide their letter dt.07/01/1999. He stated that he was given the acting position as Barge Driver 1. W.e.f. 01/09/2006. He stated that vide letter dt.15/01/2015, he was promoted as Barge Driver w.e.f. 01/02/2015 in the grade of First -Class Engine Driver since he was working as First-Class Engine Driver (Grade W-6). He stated that as a First-Class Barge Driver, he is covered by the settlements signed between the United Bargemen’s Association and the Negotiating Committee of GMOEA (Goa Mineral Ore Exporters Association) which is association of exporters barge owners dt. 09/02/2007. He stated that the barge workers (Crew) are covered by the industry wise

settlement of the barge crew working on the barges in Goa and their terms and conditions are governed by the said industry wise settlements signed time to time.

4. He stated that after the justice Malvankar Award, the United Bargemen's Association and the management of Barge Owners have signed a comprehensive settlement dt.11/01/1985 wherein new working systems, wages, allowances and other benefits were extended to the barge owners in Goa. He stated that as per the said settlement the barge crew are placed in two shifts in a month i.e. 15 days on and 15 days off and this system is being followed since, 1985. He stated that he, being a barge crew, is governed by the terms of settlements signed between the barge owners and the United Bargemen's Association. He stated that his wages and other allowances were being paid as per the existing settlement dt.09/02/2007. He stated that the workers working in River Fleet Shipping Department of the Employer at Vasco, Office who are working in General Shifts are governed by the separate terms and conditions applicable to them. He submitted that his transfer order dt.28/12/2021 for general shift is amounts to change in service condition u/s 9 A of the Industrial Dispute Act, 1947. He stated that the nature of work at Vasco Office is totally different that of Barge Engine Driver. He stated that his nature of work is to operate the barge as engine driver whereas, the work occasionally assigned to him is of supervisory nature and therefore, it amounts to change in service conditions u/s 9 A of the I.D. Act, 1947. He submitted that before issuing the order of transfer letter dt.28/12/2021, the management has not complied with section 9 A of the I.D. Act, 1947 and rules made thereunder. He submitted that the mala fide transfer order dt.28/12/2021 issued to him only to victimize and pressurized him to withdraw the membership of United Bargemen's Association and to join the management sponsored Internal Union. He stated that as he refused to withdraw from the said Union, the management has issued mala fide transfer order to victimize him. He stated that on receipt of mala fide transfer order, he has made representation dt.03/01/2022, contending that his transfer order is illegal, mala fide and bad-in-law. He stated that he also raised an industrial dispute before the Dy. Labour Commissioner, Panaji-Goa. He stated that he reported at River Fleet-Shipping Department under protest. He stated that when he resumed the duty at Vasco, he was asked to sit outside the office room and no work was allotted to him. He stated that on 03/01/2022 at around 15.10 hours Mr. Sandeep Satardekar, the Head-Barge Maintenance informed him that his duty timings will start from 8.30 to 17.00 hours, to which he informed him that his duty as per settlement dt.09/02/2007, is 15 days on and 15 days off. He stated that the said HOD informed him that you can talk to the HR Department to the Company.
5. He stated that no work of Engine Driver (Barge) was given to him and there are no exigencies of work of whatsoever nature at River Fleet-Shipping department. He stated that in fact, there is shortage of Barge Crew in the company and the Barge Crew including the Barge Engine Drivers were forced to work on overtime. He stated that as there is shortage of Barge Crew, several barges of the Employers were given on contract to manage the workers (Barge Crew) on the said barges. He stated that his transfer order is the colorable exercise under the name of exigencies of work under the grab of exigencies of work to harass and victimize him for his trade union activities. He stated that he was called by the HR Manager-Mr. Sagar Bhandodkar and told him to withdraw from the United Bargemen's Association and joined internal union by signing the acceptance letter and only thereafter his transfer order would be withdrawn. He stated that when he refused to resign from the United Bargemen's Association, HR Manager told him that his management is very big management and he cannot fight against such big management. He stated that vide union letter dt.03/01/2022, the Workman

has raised the dispute through the union to Deputy Labour Commissioner, Panaji-Goa which ended in failure as the management was adamant.

6. He stated that after about 20 days, when the Workman has made the representation before the management stating that he was kept idle and no work was given to him, he was asked to report at Captain Dock at Chicalim. However, no letters were issued to him as the said Dock was private owned by another employer. He stated that when he asked for written orders, he was again threatened that he cannot asked the written order and he has to go and report at Captain Dock. He stated that in order to avoid the confrontation, he has made self-representation stating that as per the oral orders his reporting at Captain Dock Chicalim and accordingly he has reported at Captain Dock Chicalim. He stated that he was asked to sit idle at Captain Dock Chicalim. He stated that it is the normal procedure to issue a job card and based on the said job card/job sheet the Workman was carrying out their duties but, in his case, no such job card was issued to him and he was asked to see the pipeline and flange is fitted on barge Dourado. He stated that without any proper authorization, no person can board any motor vessels (Barge) hence requested the management to give in writing so that if any accident took place, then the management may take the stand that they have not asked him to go to the private Dock and to carry out the work of supervisory nature. He stated that the said work of checking and inspecting is of supervisory in nature and it does not pertain to First Class Engine Driver-Barge. He stated that after reporting at Captain of Dock, he was instructed to sit in one room at Captain Dock Chicalim. He stated that there is no exigencies of work and only to victimize and harass him with a malafide intention he was illegally transferred to River Fleet-Shipping department, without complaining section 9 A of Industrial Dispute Act, 1947.

He stated that after his malafide and illegal transfer, his salary and allowances were reduced and the management has not paid any travelling charges or daily Bhatta, which was applicable to him when he was working on barge on his normal duty. He stated that at the barge he has to report once in a month and work for 15 days and he was entitled for 45% compensation of salary. He stated that these benefits were withdrawn by the Employer without his consent and without compiling section 9 A of industrial Dispute Act, 1947. He stated that to attend at the place of transfer daily, the Workman has to travel every day for more than 40 km daily and to spend huge amount on travelling and food as there is no canteen or mess facilities at Captain Dock Chicalim and River Fleet-Office, Vasco.

He stated that his transfer was malafide, illegal and bad-in-law and he is entitled for re-transfer at his original place of work on barges. He stated that he is also entitled for overtime wages for the period he was asked to work after 15 days of work of his normal duty as his service condition is 15 days on and 15 days off as per the terms of the settlement dated 09/02/2007. The Workman therefore prayed that this Hon'ble Tribunal may be please to declare that the action of the Employer in transferring his services is illegal, unjustified and malafide and that direct the Employer to reimburse the amount towards the traveling and other incidental expenses incurred by him and overtime as he was instructed to work for more than 15 days in a month. The Workman also prayed that this Hon'ble Court be direct the Employer to cancel the malafide transfer and post them at their original place of appointment posting prior to transfer at barge as a First-Class-Engine Driver and to award the cost of this application and for such and other reliefs as the nature and circumstances of the case may require.

The Employer resisted the aforesaid claim of the Workman by filing its written statement on 12/9/2022 at Exb.4. The Employer, as and by way of its preliminary objections, submitted that the reference is not maintainable as the reference made u/s 10(1) (c) of the said Act does not falls in schedule II of the said Act and that, the present dispute of reference has not been espoused by the union and as such the same is an “individual dispute” of the Workman and does not falls u/s 2(k) of the said Act.

The Employer stated that the Workman was last working as a Barge Driver (Grade W-6) from 1/2/2015. The Employer stated that prior to promotion of the Workman as Barge Driver (Grade w-6), he was employed as a Sailor vide appointment letter dt.1/10/1998. The Employer stated that as per the appointment letter dt.1/10/1998, the Workman was liable to transferred to any of the barges/Launches/establishment in Goa/India without any extra remunerations. The Employer stated that heWorkman was promoted as Barge Assistant Driver (Oilman) on trial w.e.f. 01/12/2003 vide letter dt.05/12/2003. The Employer stated that the Workman further promoted as Barge Driver 1 on trial w.e.f. 01/09/2006 vide letter dt.31/08/2006. The Employer stated that on acquiring requisite qualification of a Barge Driver, the Workman was promoted as Barge Driver (W-6) vide letter dt.15/10/2015 and all other terms and conditions of the services of the Workman as stipulated in the original letter of the appointment dt.01/10/1998 remain unchanged. The Employer stated that when the Barge Crew are on duty round the clock for 15/16 days in a month, the Barge Crew are entitled to next 15 days of as per terms agreed under the settlement dated 11/01/1985. The Employer stated that this conditions only applied when the Barge Crew are on duty round the clock for 15/16 continued days on board the Barge. The Employer stated that the Barge Crew on duty continuously falls 15/16 days on board the Barge in addition to the regular salary of 8 hours working, are entitled to 90% of daily wage as compensation for the days the Barge Crew are on duty round the clock. The Employer stated that if the Barge Crew are on sanctioned leave and or absent without leave or wages, such Barge Crew are not entitled to compensation of 90% as such Barge Crews are not on board the barge round the clock for continuous 15 days. In other words the Barge Crew who are on duty for round the clock for 15 days continuously on the Barge are only entitled to the compensation in addition to the normal wage. The Employer stated that the services of the Workman was transferred to River Fleet and Shipping Office, Vasco from 01/01/2022 to vide letter dated 28/12/2021. The Employer stated that the Workman accordingly reported to the place of transfer w.e.f 01/01/2022. The Employer stated that the Workman was working in the 8 hours General Shift from 8.30 a.m. to 17.00 p.m. in the office at Vasco from 01/01/2022. The Employer stated that during the period, the Workman was working at its Vasco Office, the Workman had always worked for 8 hours a day and was paid accordingly as is paid to the other employees working at its Vasco Office. The Employer stated that under clause V of the letter of appointment of the Workman, his service is transferrable to any barges/launches/establishments in Goa/India. The Employer stated that the Workman has accepted the said conditions at the time of his appointment and has been working with them on the same terms and conditions. The Employer stated that on the transfer of the Workman to the River Fleet Shipping office, the Workman worked at the transferred place. The Employer stated that on 14/3/2022, the Workman was directed to report at Chicalim Dock however, the Workman refused to report at Chicalim Dock and was informed that if he did not report at Chicalim Dock he will not be entitled to wages from 14/3/2022 onwards. The Employer stated that having realized that the Workman won't be paid his wages until he reported at Chicalim Dock, the Workman started reporting at Chicalim Dock w.e.f. 15/3/2022. The Employer



stated that at Chicalim Dock also the Workman was working in General Shift of 8 hours a day as is applicable to other employees of River Fleet Shipping Office at Vasco-da-Gama, Goa. The Employer submitted that the transfer of the Workman from Barge to the office at Vasco is legal, just and proper and in under clause V of his letter of appointment dt.1/10/1998 and that no interfere in the transfer order is therefore falls false. The Employer denied the case of the Workman as pleaded in his claim statement and prayed that the Workman is not entitled to any relief as prayed by him.

7. Thereafter, the Workman filed his Re-joinder on 27/9/2022 at Exb.5. The Workman, by way of his Re-joinder, denied each and every statement, averments and submissions made by the Employer vide their Written Statement filed in the present proceedings and reiterates and confirms the statements, averments and submissions made by him in his statement of claim.

8. Based on the pleadings filed by the parties hereinabove, this Hon'ble Court was pleased to framed the following issues on 11/10/2022 at Exb.6.

*1. Whether the workman/party I proves that action of the management of the Employer in transferring his services from Barge to river Shipping Office is illegal, unjustified and malafide.*

*2. Whether the Employer/Party II proves that the present reference is not maintainable in view of the reasons stated in para 2 (a & b), of the written statement?*

*3. Whether the workman/Party I is entitled to any relief?*

*4. What order? What award?*

9. My answers to the aforesaid issues are as under:

a) Issue No.1 : In the Affirmative

b) Issue No.2 : In the Negative

c) Issue No.3& 4 : As per final Order.

I have heard the oral arguments of the Ld. Rep. Shri P. Gaonkar appearing for the Workman as well as Ld. Adv. Shri P. J. Kamat representing the Employer. Both the parties also filed their synopsis of written arguments respectively. I have carefully perused the entire records of the present case. I have also carefully considered the submissions advanced before me.

## **REASONS:**

### **10. Issue No.1:**

The Workman contended that his transfer order dated 28/12/2021 from Barge to River Fleet Shipping office in General Shift is illegal and unjustified and malafide and in violation of section 9(a) of the I.D. Act, 1947. It is therefore necessary to read section 9-A of the Industrial Dispute Act, 1947.

Section 9 -A read with The Fourth Schedule – No employer, who propose to effect any change in the conditions of service applicable to any workmen in respect of any matter specified in the Fourth Schedule,

shall effect such change.

- a) Without giving to the Workman likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or
- b) Within twenty-one days of giving such notice: Provided that no notice shall be required for effecting any such change.

**Section 9-A of the Forth Schedule:** Conditions of service for change of which notice is to be given:

1. Wages, including the period and mode of payment.
  2. Contribution paid, or payable, by the employer to any provident fund or pension fund or for the benefit of the workmen under any law for the time being in force;
  3. Compensatory and other allowances;
  4. Hours of work and rest intervals;
  5. Leave with wages and holidays;
  6. Starting, alteration or discontinuance of shift working otherwise than in accordance with standing orders;
  7. Classification by grades;
  8. Withdrawal of any customary concession or privilege or change in usage;
  9. Introduction of new rules of discipline, or alteration of existing rules, except insofar as they are provided in standing orders;
  10. Rationalisation, standardization or improvement of plant or technique which is likely to lead to retrenchment of workmen;
  11. Any increases or reduction (other than casual) in the number of persons employed or to be employed in any occupation or process or department or shift, not occasioned by circumstances over which the employer has no control.
11. In the case in hand, indisputably the Workman was initially appointed as sailor and confirmed in the said post of Barge sailor w.e.f. 01/01/1999 vide order dated 07/01/1999 (Exb.10). The Workman was thereafter placed as Barge Driver-I on trial w.e.f. 01/09/2006 vide order dated 31/08/2006 (Exb.11) and subsequently promoted as Barge Driver (Grade W-6) w.e.f. 01/02/2015 vide order dated 15/10/2015 at Exb.12.
12. Indisputably, as a first class Barge-Driver the workman covered by the settlement signed between the United Bargemen's Association and the negotiating Committee of GMOEA (Goa Mineral Ore Export Association) which is an association of Export Barge Owner dated 09/02/2007. The Barge workers (Crew) are covered by the Industry wise Settlement of the Barge Crew working in the Barges in Goa and their terms and conditions are governed not only by the said industry wise settlement signed time to time but also the CSO of the Employer and the appointment letters issued to the Barge Crew. The Employer also produced as record its CSO at Exb.48 wherein clause 19-A and the CSO states that employees are liable to be transferred from one barge to another. After the Justice Malvankars Award, the United Bargemen's Association and the management of Barge Owners have signed a compressive settlement dated 11/01/1985, wherein new working systems, wages, allowances and other benefits were

extended to the Barge Workers in Goa. As per the said settlement the Barge Crew are placed in two shifts a month i.e. 15 days on and 15 days off since 1985.

13. The Employer in para 3 of its written statement contended that all the terms and conditions of the service of the Workman as stipulated in its original letter of appointment dated 01/10/1998 remain unchanged. The Workman in his Re-joinder did not deny the said facts. The said promotion letter as Barge Driver (Grade-W6) at Exb.12, clause 4 of the promotion letter at Exb.12 states that “All other terms and conditions of service remain unchanged. However, Mr. Sandip Satardekar the sole Management witness, in his cross examination, admitted that it is not appearing in the said document that the terms and conditions of the appointment letter dated 01/10/1998 shall remain unchanged and that nowhere it is stated in the document at Exb.12 that all the terms and conditions of the service of the Workman as stipulated in the original letter of appointment dated 01/10/1998 remain unchanged. As clause 4 of the promotion letter of the Workman at Exb.12 states that all other terms and conditions of the service remain unchanged, this court shall consider the conditions of service as per clause 4.
14. Vide order dated 28/12/2022 (Exb.13) the Workman was transferred of River Fleet and Shipping office, Vasco, Goa w. e. f. 04/01/2021 due to exigency of work. The Workman, vide his letter dated 03/01/2022 addressed to the Chief Human Resources Officer Iron and Ferrao Alloys of the Employer alleged that his aforesaid transfer order dated 28/12/2021 that there is no exigency of work at River Fleet and Shipping office as there is no Barge in the said office and only to victimize and harass him. He has been illegally posted at Vasco office and that according to him till that day he is governed by the terms and conditions of service as per the terms of settlement dated 09/02/2007 and as per the terms of such settlements his daily roster is 15 days on and 15 days off and there is no 8 hours duty for the Barge Crew.

To prove its case, the union has examined its President Shri Putti Gaonkar as well as the Workman under reference. On the contrary the Employer has examined Shri Sandeep Satardekar, its head Barge Operations and maintenance.

15. Ld. Rep. Shri Putti Gaonkar representing the workmen during the course of his oral arguments submitted that the transfer of the workmen from Barge to River Fleet Shipping Department is illegal, unjustified and malafide and relied upon a judgment of Hon’ble Supreme Court of India in the case of **Caparo Engineering India Ltd. V/s. Ummed Singh Lodhi and AIR reported in LL2021 S.C. 635.**
16. **In the case of Caparo Engineering (I) Ltd. (Supra)** the Hon’ble Apex Court in para 7.3 of its judgment held as under:

*7.3.....“As observed hereinabove and even the findings recorded by the learned Labour Court and even it also emerge from the evidence on record that at Dewas all of them were ‘workmen’ as defined in Section 2(s) of the Industrial Disputes Act and, therefore, would have a protection under the provisions of the Industrial Disputes Act and after their transfer to Chopanki, they will have to work in the capacity of supervisor and, therefore would be deprived of the beneficial provisions of the Industrial Disputes Act. Therefore, on such transfer from Dewas to Chopanki, the nature of service*

*conditions and the nature of work would be changed, therefore, in such a case Section 9A read with Fourth Schedule would be attracted.....”*

17. The principle laid down by the Hon'ble Apex Court is squarely applicable to the case in hand. In the Case in hand, the Workman was promoted as Barge Driver (Grade W-6). The Workman was thereafter transferred to River Fleet Shipping Department at Vasco and thereafter Captain Dock at Chicalim. The Workman was transferred on account of exigencies of work in general shift. The management witness, Shri Sandip Satardekar, in his cross examination admits that whenever the worker is transferred on account of exigencies of work, he is allotted the work immediately. He admits that he had given instructions to the Workman on 14/3/2022 for the first time where the Workman was transferred on 28/12/2021. However, the evidence on record indicates that the Workman was not given any job to operate the Barge as Engine Driver but he was given the work occasionally assigned to him of supervisory nature. He was also told to perform his duty timing from 8.30 to 17.00 hours which is against the settlement dated 09/02/2007 i.e. 15 days on and 15 days off. The evidence on record indicates that due to change in service conditions, the salary/wages of the Workman were reduced and he was forced to work for 26 days in a month instead of 15 days work and 15 days off. Further, transfer of the Workman at captain of Dock and he was told to sit in one room at Captain Dock, Chicalim and thereafter at Cabral Dock at Rasai. The evidence on record indicates that the said Cabral Dock situate at Rasai is not belonged to the Employer. The said transfer of the Workman at River Fleet and Shipping Office, Vasco is in violation of clause 19-A and CSO and the Employer as well as section 9A of the I. D. Act, 1947 r/w Fourth Schedule of the I.D. Act and thus it is illegal, unjustified and malafide. Thus, transfer order dated 28/12/2021 of the Workman from Barge to River Fleet and Shipping Office, Vasco-Goa and subsequently at Captain Dock at Rasai is illegal, unjustified and malafide. It is therefore held that the action of the Employer in transferring the Workman from Barge to River shipping Office is illegal, unjustified and malafide. The Issue No.1 is answered in the Affirmative.

#### 16. **Issue No.2:**

The Employer, in its written statement filed in the present proceeding, contended that the reference is not maintainable as the reference made u/s 10 1(c) of the Industrial Dispute Act, 1947 does not fall in schedule-II of the said Act and as such this Labour Court has no jurisdiction to adjudicate the matter and that the present dispute has not been espoused by the union and as such the same is an individual dispute of the Workman under reference and does not fall u/s 2 (k) of the Industrial Dispute Act, 1947. The burden is therefore on the Employer to prove the same.

Section-7 of the I. D. Act provides that the Labour Court adjudicates the I. D. relating to any matter specified in the 2<sup>nd</sup> Schedule and for performing such other functions as may be assigned to them under this Act. Similarly, Section 7-A of the I. D. Act provides for adjudication of Industrial Tribunals disputes relating to any matter whether specified in the 2<sup>nd</sup> Schedule or the 3<sup>rd</sup> Schedule and for performing such other functions assigned to them under this Act.

#### **SECOND SCHEDULE :**

**(MATTERS WITHIN THE JURISDICTION OF LABOUR COURTS)**

1. The propriety or legality of an order passed by an employer under the standing orders;
2. The application and interpretation of standing orders;
3. Discharge or dismissed of workmen including reinstatement of, or grant of relief to, workmen wrongfully dismissed;
4. Withdrawal of any customary concession or privilege;
5. Illegality or otherwise of a strike or lock-out; and
6. All matter other than those specified in the Third Schedule.

The states that all matters other than those specified in the 3<sup>rd</sup> schedule

**THIRD SCHEDULE :****(MATTERS WITHIN THE JURISDICTION OF INDUSTRIAL DISPUTES)**

1. Wages, including the period and mode of payment.
  2. Compensatory and other allowances.
  3. Hours of work and rest intervals.
  4. Leave with wages and holidays.
  5. Bonus, profit sharing, provident fund and gratuity;
  6. Shift working otherwise than in accordance with standing orders;
  7. Classification by grades;
  8. Rules of discipline;
  9. Rationalisation;
  10. Retrenchment of workmen and closure of establishment; and
  11. Any other matter that may be prescribed.
17. The present reference is pertaining to the legality and justifiability of the action of the management of the Employer in transferring the services of the Workman from Barge to River Fleet Shipping office in general shift. Clause 6 of the 2<sup>nd</sup> Schedule states that all matters other than those specified in the 3<sup>rd</sup> Schedule. Even the 3<sup>rd</sup> Schedule did not laid down any clause pertaining to the legality and justifiability of the transfer of the Workman and as such this Labour Court-II has every jurisdiction to adjudicate the present reference.
18. Section 2 K of the I. D. Act defines the term “Industrial Dispute” and as it means that any dispute or difference between Employer and Employers or between Employer and Workman or between Workman and Workmen which is connected with the employment or non-employment or the terms of employment or with the conditions of Labour of any persons it means any difference or disputes between the Employer and Employers or between the Employers and Workman or between Workman and Workman which is connected with the Employment or non-employment or the terms of employment or with the conditions of Labour with any persons.
19. Ld. Rep. Shri P. Gaonkar representing the Workman during the course of his oral arguments submitted that the Workman is the Union Member of United Bargemen’s Association (UBA) and the said UBA has espoused the present dispute and as such the present dispute is an Industrial Dispute as stated in 2(K) of

the I. D. Act and not an Individual Disputes and relied upon Two judgments of Hon'ble Apex Court one in the case of **J. H. Jadhav Vs M/s. Forbes Gokak Ltd. reported in AIR 2005 SC998**, and two in the case of **Newspapers Ltd. Allahabad Vs U.P. State Industrial Tribunal and Ors. reported in AIR1960SC1328**.

20. In the case of **Newspapers Ltd. Allahabad(Supra)** the Hon'ble Apex Court held as under:

*“4. Then it was urged that the association which sponsored the case of respondents 3 to 5 was an unregistered body and that made the reference invalid. Both the courts have held, and rightly, that it is not necessary that a registered body should sponsor a Workman's case to make it an industrial dispute. Once it is shown that a body of workmen, either acting through their union or otherwise had sponsored a Workman's case it becomes an industrial dispute”.*

21. In the case of **J. H. Jadhav (Supra)** the Hon'ble Apex Court held as under:

*“The definition of “Industrial Dispute” in section 2(k) of the Act shows that an Industrial Dispute means any dispute or difference between an employer and employers or between employers and workmen, or between workman and workman, which is connected with the employment or non-employment or the terms of the employment or with the condition of labour, of any person. The definition has been the subject matter of several decisions of this Court and the law is well settled. The locus classicus is the decision in Workmen of M/s. Dharmpal Premchand (Saughandhi) Vs. M/s. Dharampal Premchand (Saughandhi) 1965 (3) SCR 394 where it was held that for the purposes of Section 2(k) it must be shown that (1) the dispute is connected with the employment or non employment of a Workman. (2) the dispute between a single workmen and his Employer was sponsored or espoused by the Union of workmen or by a number of workmen. The phrase “the union” merely indicates the union to which the employee belongs even though it may be a Union of a minority of the workmen. (3) the establishment had no union on its own and some of the employees had joined the Union of another establishment belonging to the same industry. In such a case it would be open to that Union to take up the cause of the workmen if it is sufficiently representative of those workmen, despite the fact that such Union was not exclusively of the workmen working in the establishment concerned. An illustration of what had been anticipated in Dharam Pal's case is to be found in the Workmen of Indian Express Newspaper (Pvt.) Ltd. Vs. Management of Indian Express Newspaper Private Ltd. AIR 1970 SC 737 where an ‘outside’ union was held to be sufficiently representative to espouse the cause”.*

The Principle laid down by the Hon'ble Apex Court in its aforesaid judgment is well recognized and also applicable to the case in hand.

22. In the case in hand, the Workman is a member of UBA. The said UBA is having its union in the Employer Company and the said UBA has resolved to espouse the cause of transfer of the Workman and as such the espousal of dispute of transfer of Workman is an industrial disputes within the meaning of term industrial disputes 2(k) of the I. D. Act, 1947. Hence it is held that the Employer failed to prove that the present reference is not maintainable in view of the reasons stated in para 2 (a & b) of the written statement. The issue No. 2 is therefore answered in the Negative.

**23. Issue No.3:**

While deciding the issue No. 1 is hereinabove, I have discussed and come to the conclusion that the action of management of the Employer in transferring the services of the Workman from Barge to River Fleet and Shipping Office, Vasco is illegal, unjustified and malafide. Therefore the said transfer of the Workman from Barge to River Fleet Shipping Office, Vasco as well as Cabral Dock is quashed and set aside. The management of the Employer is therefore directed to re-transfer the Workman on Barge to his original place of work at Barge and further directed the Employer to pay 45% compensation from the date of transfer till the date of re-transfer as well as overtime to the Workman. The issue No.3 is therefore answered accordingly.

In view of above, I pass the following order.

**ORDER**

1. It is held that the action of the M/s. Vedanta Ltd., River Fleet Shipping Division, Vasco-da-Gama, Goa is illegal and unjustified.
2. It is held that the M/s. Vedanta Ltd., River Fleet Shipping Division, Vasco Goa is hereby directed to re-transfer the services of Shri Constantino Colaco, Barge Driver from Barge to River Fleet Shipping Office on Barge to his original place of work at Barge and further directed the Employer to pay 45% compensation from the date of transfer till the date of re-transfer as well as overtime to the Workman.
3. Inform the Government accordingly.

Suresh N. Narulkar  
Presiding Officer  
Labour Court-II

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**Notification**

28/02/2025-LAB/Part-III/103

Date: 04-Feb-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 21/01/2025 in Case Ref. No.IT/09/2020 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By Order and in the name of  
the Governor of Goa.

(Amalia O. F. Pinto)  
Under Secretary (Labour)

**IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT  
GOVERNMENT OF GOA AT PANAJI**

(BEFORE MRS. VIJAYALAXMI SHIVOLKAR, HON'BLE PRESIDING OFFICER)

Ref. No. IT/09/2020

Workmen,  
Rep by the General Secretary,  
Ranbaxy Workers Union,  
C/o Suryakant M. Naik,  
H. No.1029, Wadi, Wadi,  
Kundaim, Ponda- Goa

... Workmen/Party I

V/s

1. M/s. Sun Pharmaceuticals Industries Limited,  
Madkaim Industrial Estate,  
Madkaim, Ponda - Goa ... Employer/Party II(1)
2. M/s Celogen Pharma Pvt. Ltd.,  
B-106, Techno City,  
X4/1, TTC Ind. Area,  
Navi Mumbai, Maharashtra. ... Employer/Party II(2)

Workmen/Party I represented by None.

Employer/Party II(1) represented by Ld. Learned Adv. Shri G. K. Sardesai along with Adv. Ms. M. Rao

Employer/Party II(2) represented by Learned Adv. Shri Vignesh Narvekar.

**AWARD**

**(Delivered on this the 21<sup>st</sup>Day of the Month  
of January of the Year 2025)**

By Order dated 12/03/2020, bearing No. 28/11/2019-LAB/Part-I/199 the Government of Goa in exercise of its powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the existing dispute between the Management of M/s Sun Pharmaceuticals Industries Ltd., Madkaim Industrial Estate, Madkaim, Ponda Goa and its Workmen represented by Ranbaxy Workers Union for adjudication to this Industrial Tribunal of Goa at Panaji Goa, constituted under section 7-A of the said Act. The Schedule of reference pertaining to charter of demands is as under:

**SCHEDULE**

- (1) Whether the action of the Management of M/s Sun Pharmaceutical Industries Limited, Madkaim Industrial Estate, Madkaim, Goa, in refusing to concede the following demands raised by the Ranbaxy Workers' Union vide its letter dated 28/10/2017, is legal and justified?

**CHARTER OF DEMANDS****Demand No.1 PAY SCALES:**



**GRADES**

I: 3575-160-4375-180-5275-200-6275-220-7375-240-8575-260-9875-280-11275.

II-3: 4050-185-4975-205-6000-225-7125-245-8350-265-9675-285-11100-305-12625.

III-2: 4500-200-5500-220-6600-240-7800-260-9100-280-10500-300-12000-320-13600.

IV-1: 5075-235-6250-260-7550-285-8975-310-10525-335-12200-360-14000-385-15925.

**Demand No.2: FLAT RISE**

Union demands that all the workmen shall be given the flat rise of Rs.4,000/- in the basic.

Fitment: The above amounts shall be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

**Demand No.3: SENIORITY INCREMENTS:**

Union demands that the workmen shall be given Seniority Increments as mentioned below:

Service upto 3 years	:	one increment
Service from 3 years to 7 years	:	two increments
Service from 7 years to 10 years	:	three increments
Service from 10 years to 15 years	:	four increments
Service from 15 years to 20 years	:	five increments
Service above 20 years	:	six increments

**Demand No.4: VARIABLE DEARNNESS ALLOWANCE (VDA):**

Union demands that the VDA shall be paid at the revised rate of Rs.3/- per point rise beyond 4501 points of AICPI (1960) the computation of VDA shall be made quarterly based as per existing system. VDA up to 4500 shall be merged in basic.

**Demand No.5: HOUSE RENT ALLOWANCE (HRA):**

Union demands that HRA shall be paid at the revised rate of 30% of basic, as the cost of accommodation is very high in Goa due to Tourist State.

**Demand No.6: EDUCATION ALLOWANCE:**

Union demands that Rs.1500/- shall be added in the existing Education Allowance.

**Demand No.7: CONVEYANCE ALLOWANCE:**

Union demands that all workmen shall be paid revised conveyance allowance by adding Rs.1,500/-.

**Demand No.8: PAID HOLIDAYS:**

Union demands that all the workmen shall be granted paid holidays at the rate of 12 days per year.

**Demand No.9: LEAVE:**

Union demands that all the workers shall be given leave on following basis:

- (i) Earned Leave: Union demands that all the workmen shall be given Earned Leave at the rate of 35 days Earned Leave per year with accumulation up to 120 days and leave shall be allowed to be taken 10 times in a year.
- (ii) Casual Leave: Union demands that all the workmen shall be given Casual Leave at the rate of 15 days of Casual Leave per year with encashment facility.

- (iii) Sick Leave: Union demands that those workmen covered under ESIC shall be given Sick Leave at the rate of 15 days per year and those workmen outside the purview of ESIC shall be given 15 days sick Leave per year with accumulation up to 75 days.

**Demand No.10: LEAVE TRAVEL ASSISTANCE (LTA):**

Union demands that LTA shall be paid at the revised rate by adding Rs.5,000/- per annum to the existing LTA, with minimum of four days Earned Leave. The amount shall be paid one week before the commencement of leave.

**Demand No.11: MEDICAL REIMBURSEMENT:**

Union demands that those workmen who are outside the purview of the ESIC shall be reimbursed full medical expenses incurred by them for self and his family including dependent father and mother.

**Demand No.12: LOAN:**

Union demands that existing loan shall be increased to Rs.3,00,000/- towards house repair or construction of House or for purchase of household articles or marriage of self or his/her family member or purchase of vehicle, etc.

**Demand No.13: BONUS/EX GRATIA:**

Union demands that all the workers shall be paid Bonus/Ex-gratia at the rate of 20% of gross wages (Basic, FDA and VDA) every year before Diwali.

**Demand No.14: SHIFT ALLOWANCE:**

Union demands that those workmen who work in the shifts shall be paid shift allowance as under:  
Second shift: Rs.50/- per shift and Third shift: Rs.75/- per shift.

**Demand No.15: FIXED DEARNESS ALLOWANCE (FDA):**

Union demands that all the workers shall be paid FDA @ revised rate of Rs.3,000/- per month.

**Demand No.16: PROMOTION POLICY:**

Union demands that the promotion policy be discussed with the Union in order to remove some anomalies.

**Demand No.17: ACCIDENT BENEFITS WHILE ON DUTY AND WHILE COMING FOR DUTY AND WHILE GOING FROM THE DUTY:**

Union demands that those workmen who met with accident while coming for duty and going back from the duty shall be treated as accident while on duty and they shall be given all the benefits such as full wages and full medical reimbursement.

**Demand No.18: CITY COMPENSATORY ALLOWANCE (CCA):**

Union demands that all the workmen shall be paid CCA at the rate of Rs.1500/- per month.

**Demand No.19: TRANSPORT FACILITY:**

Union demands that management shall provide free transport facility in all shifts on the following routes:

- (i) Madkai to Marcel and back.

- (ii) Madkaim to Shiroda and back
- (iii) Madkaim to Ponda/Usgao and back.

*(2) If the answer to issue No.(1) above is in negative, then, what relief the workmen are entitled to?*

2. Upon receipt of the reference, it was registered as IT/09/2020 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, Party I filed its Claim Statement at Exhibit 3 elaborating various demands as stated hereinabove in the Schedule and submitted that all the demands raised by the Union on behalf of all the workers be granted in favour of the workmen.

3. The Party II in its Written Statement filed at Exhibit 6 submitted that the Company is paying the wage equivalent to the living wages going by the standards laid down by the Fair Wage committee considering the paying capacity of the Unit and national wage level. The Party II further stated that on account of the unprecedented lockdown imposed by the State Government due to the outbreak of Covid-19 pandemic w.e.f. 22.03.2020, the revenue income of Party II has been largely affected leading to total imbalance in the financial and economy of Party II Company. With reference to the pay-scales it is denied that there is a meager increase in the basic as alleged. With reference to the other demands, the Party II has justified their stand on each demand separately. It is submitted that the capacity of the industry to pay is to be considered on an industry-cum-region basis after taking a fair cross-section of the industry and further expressed their inability to bear any additional financial liability to consider the demand raised by the Union.

4. The Party II further submitted that they have already granted relief by way of increase of salary of the Party I and other perquisites under the previous Settlement and the same being fairly enjoyed by the workmen, hence submitted that the workmen are not entitled for any further increase in terms of the demands made in the present reference.

5. In its Rejoinder filed at Exhibit 7 maintaining the statements made in the Claim Statement.

6. Considering the Claim Statement of Party I and the Written Statement filed by the Party II and the Rejoinder on behalf of Party I the issues were framed on 16.12.2020 at Exhibit 10. There was also an additional issue framed at Exh. 27.

### **ISSUES**

1. *Whether the Party I proves that the action of Party II in refusing to concede the Charter of demands raised by it vide their letter dated 28.10.2017 is illegal and unjustified?*
2. *Whether the Party II proves that there is no industrial dispute in as much as the Charter of demand are not supported by substantial segment of the workforce?*
3. *What Relief? What Award?*

**Addl. Issue:** *Whether the Party No.1 Union has locus standi to raise the present dispute?*

7. As the matter was pending for the evidence, the Party II filed an application at Exhibit 38 praying that a No Dispute Award be passed. I have gone through the Application at Exh. 38 Colly and I am satisfied with the contents of the Application.

8. The Party II submitted that the Party II has discontinued its operation at its Plant at Madkai, Ponda – Goa w.e.f. 06/01/2023 and as the Company did not have another Plant in Goa and with a view to protect the employment of its workmen with continuity in service had decided to transfer them to its available vacancies at its other Plants. The Party II submitted that out of the 33 workmen who were Party to the present reference, 2 workmen have accepted the transfer and have reported to their transferred place at Dewas (M.P.), whereas 31 workmen approached the Management and requested to relieve them from services and to settle their legal dues for which the Management acceded to their request and the said 31 workmen were treated as relieved from service and they were paid all their dues in full and final settlement of all their claims including their claims in the present reference.

9. The Party II further submitted that the said workmen have also submitted their resignation to the Management from the Party I Union and that not a single workman has any claim of whatsoever nature against the Party No. II/Employer nor are interested in pursuing the subject matter of the charter of demands in the present reference as all their claims have been conclusively settled. In view of above, no dispute of whatsoever nature survives between the Parties.

Hence the following Order:

### ORDER

(1) The reference No.IT/09/2020 stands rejected as No Dispute Award.

(2) No Order as to Costs.

(3) Inform the Government accordingly.

-sd/-

**(Vijayalaxmi Shivolkar)**  
Presiding Officer  
Industrial Tribunal cum  
Labour Court

Date: 21/01/2025;  
Place: Panaji – Goa.

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**Department of Law**

**Order**

No. 1/2/2022/LD(Estt.)/431

Date: 18-Feb-2025

Read: 1. No. No. 1/2/2022/LD(Estt.)/431 dated 18-Feb-2025.

Government of Goa is pleased to accept the resignation tendered by Adv. Manasi Joshi, as Government Lawyer on the panel, to appear and defend the interest of the Government of Goa in the matters before the National Green Tribunal, Western Zone Bench, Pune with immediate effect.

Adv. Manasi Joshi shall return all the briefs pending with her, if any, to the concerned departments under intimation to this Department.

By Order and in the name of  
the Governor of Goa.

Sd/-

**Amir Y. Parab)**  
Under Secretary (Estt.)  
Law Department

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**Panchayat**

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**Order**

No. 26/87/DP/RIA/2025/1409

Date: 19-Feb-2025

In supersession of earlier Order No. 26/87/DP/RIA/05/7965 dated 17/12/2019 and as provided under sub-sections (1) and (2) of section 5 read with sub-section (1) of section 19 of the Right to Information Act, 2005 (Central Act No.22 of 2005) (hereinafter referred to as the said Act) the following Officers are designated as Public Information Officers and Assistant Public Information Officers and First Appellate Authority to function within the jurisdiction mentioned in column No.2 of the Table below under the Directorate of Panchayats to provide information to persons requesting for information under this Act and to receive applications for information and appeals under this Act.

Sr.No.	Jurisdiction	Public Information Officer(P.I.O.)	Assistant Public Information Officer(A.P.I.O.)	First Appellate Authority (FAA)
(1)	(2)	(3)	(4)	(5)
1.	Respective Village Panchayat Office in the State of Goa	Village Panchayat Secretary of respective Panchayat	V.P. Clerk of respective Village Panchayat	Block Development Officer of respective Taluka.
2.	Respective Block Office in the State of Goa	Block Development Officer of respective Taluka	Head Clerk posted in the Office of Block Development Officer of respective Taluka	<b>For North Goa District:-</b> Dy. Director (Admin.), Directorate of Panchayats, Panaji-Goa <b>For South Goa District:-</b> Dy. Director of Panchayats (South) at Margo-Goa.
3	<b>Directorate of Panchayats</b> (a) Establishment Section (b) Vigilance Section	Superintendent posted in the office of Directorate of Panchayats, Panaji-Goa	<b>Head Clerk for:</b> (a) Establishment section (b) Vigilance Section	Dy. Director (Admin.), Directorate of Panchayats, Panaji-Goa

4	(a) SBM Section, Directorate of Panchayats	Head Clerk , Swatchh Bharat Mission Section	U.D.C./L.D.C./any other official in SBM Section	BDO – III, Directorate of Panchayats.
	(b) Public Grievance Section	Head Clerk, Public Grievance Section	U.D.C./L.D.C. /any other official in PG Section	BDO – III, Directorate of Panchayats.
	(c) Panchayat Section	Head Clerk, Panchayat Section	U.D.C./L.D.C./any other official in Panchayat Section	BDO – I, Directorate of Panchayats.
	(d) Enforcement Section	Head Clerk, Enforcement Section	U.D.C./L.D.C./any other official in Enforcement Section	BDO - II, Directorate of Panchayats.
	(e) Court cases section	EOVP/Head Clerk, Court Section	U.D.C./L.D.C. /any other official in Court Section	BDO – I, Directorate of Panchayats.
5	Accounts Section, Directorate of Panchayats	Accountant, Accounts Section	UDC, Accounts section	AAO Accounts Section, Directorate of Panchayats.
	G.I.A. Section, Directorate of Panchayats	Head Clerk, GIA Section	UDC, GIA Section	AAO, Accounts Section, Directorate of Panchayats
6.	Technical Cell, Directorate of Panchayats	Junior Engineer	U.D.C./L.D.C./any other official in Technical Cell	Executive Engineer, Technical Cell, Directorate of Panchayats.
7.	Planning Cell, Directorate of Panchayats	Statistical Assistant	Investigator	Statistical Officer, Directorate of Panchayats.
8.	Court of Dy. Director of Panchayats (North), Panaji-Goa.	Stenographer, O/o. DDP(N)	Court Clerk, O/o. DDP(N)	Dy. Director of Panchayats, North, Panaji-Goa.
9.	Office of Dy. Director of Panchayats (South), Margao-Goa.	Superintendent posted in the office of Dy. Director of Panchayats, (South), Margao-Goa.	Head Clerk, posted in the O/o. DDP(S) at Margao-Goa.	Dy. Director of Panchayats, (South) at Margao-Goa.
10.	Court of Additional Director of Panchayats-I, North, Panaji-Goa.	Superintendent posted in the office of Directorate of Panchayats, Panaji-Goa	Stenographer/EO(V P) in the Court of Additional Director of Panchayats-I, Panaji-Goa.	Dy. Director (Admin.), Directorate of Panchayats, Panaji-Goa
11.	Court of Additional Director of Panchayats-II, South, Margao-Goa.	Superintendent posted in the office of Dy. Director of Panchayats, (South), Margao-Goa.	Head Clerk, posted in the O/o. DDP(S) at Margao-Goa.	Dy. Director of Panchayats, (South) at Margao-Goa.
12.	Court of Director of Panchayats,	Superintendent posted in the office	Stenographer in the Court of Director of	Dy. Director (Admin.), Directorate of

	Panaji-Goa.	of Directorate of Panchayats, Panaji-Goa	Panchayats, Panaji-Goa.	Panchayats, Panaji-Goa
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All the Public Information Officers, Assistant Public Information Officers and First Appellate Authorities mentioned above shall exercise the powers and perform their functions as laid down under the said Act and Rules framed thereunder.

This Order shall come into force with immediate effect.

By Order and in the name of  
the Governor of Goa,

(Siddhi T. Halarnakar)  
Director of Panchayats and  
Ex. Officio Joint Secretary

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### Department of Personnel

#### Order

5/3/2025-PER/479

Date: 12-Feb-2025

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer & posting of the following Junior Scale Officers of Goa Civil Service, in public interest, with immediate effect: -

Sl. No.	Name and present posting of the officer	Posted as
1.	<b>Ms. Deepti Gaonkar,</b> Deputy Director (Admn.), Higher Education with additional charge of Under Secretary, Goa Staff Selection Commission	Assistant Commissioner of State Taxes with additional charge of Under Secretary, Goa Staff Selection Commission
2.	<b>Shri Safal Shetye,</b> Assistant Commissioner of State Taxes	Under Secretary, Higher Education with additional charge of Deputy Director (Admn.), Technical Education
3.	<b>Ms. Sanjana Bandekar,</b> Under Secretary, Higher Education with additional charge of Deputy Director (Admn.), Technical Education	Deputy Director of Panchayat, North

Shri Prajeet Chodankar, Deputy Director (Admn.), Information Technology shall hold the charge of Deputy Director (Admn.), Agriculture in addition to his own duties.

Shri Sairaj Phadte, Deputy Director (Admn.), Skill Development & Entrepreneurship shall hold the charge of Deputy Director (Admn.), Higher Education in addition to his own duties.

Shri Belwadi Nishat, Deputy Director (Admn.), Electricity shall hold the charge of Under Secretary, Finance (Budget) in addition to his own duties.

Shri Avit Naik, Under Secretary, Goa State Information Commission shall hold the charge of Under Secretary to Advocate General in addition to his own duties.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

**By Order and in the name of  
the Governor of Goa**

**(Raghuraj A. Faldesai)  
Under Secretary (Personnel-I)**

**Order**

5/8/2022-PER/Part/574

Date: 21-Feb-2025

In exercise of the powers conferred under Rule 43 of Goa Civil Service Rules, 2016, the Government of Goa is pleased to relax the criteria of undergoing Departmental training and passing Departmental Examination required under rule 23 of Goa Civil Service Rules, 2016 in respect of the following Junior Scale Officers of Goa Civil Service:-

<b>Sr. No.</b>	<b>Name of the Junior Scale Officers of Goa Civil Service</b>
1.	Smt. Shanti Makwana Harding
2.	Shri Shivprasad S. Naik
3.	Shri Krishnakant Sakhamam Pangam
4.	Shri Manesh Hari Kedar
5.	Kum. Prajakta Dina Goltekar
6.	Shri Bhagwant Anay Karmali
7.	Shri Prasiddh Prakash Naik
8.	Shri Shrikant Babi Pednekar
9.	Shri Amitesh Anant Shirvoikar
10.	Shri Milindra Ganesh Velip
11.	Shri Sandeep Sahadev Gawde
12.	Shri Raghuraj Arun Faldesai
13.	Smt. Avelina D'sa E Pereira
14.	Smt. Durga Dwarkanath Kinlekar @ Durga A. Naik

This issues with the approval of Council of Ministers in its LXIInd Cabinet Meeting held on 29/01/2025 conveyed vide letter No. 1/1/2025-GAD-II dated 04/02/2025.

**By Order and in the name of  
the Governor of Goa**

**(Paresh M. Fal Desai)  
Joint Secretary (Personnel)**

**Public Health Department**

**Order**

4/3/2017-IV/PHD/415

Date: 20-Feb-2025

On the recommendation of the Goa Public Service Commission conveyed vide its letter No. COM/II/12/14(6)/2023/384 dated 28/01/2025, the Government is pleased to declare satisfactory completion of probation period by Dr. Dinesh Francis Swamy, Lecturer in Pedodontics under Goa Dental College &



Hospital, Bambolim and to confirm him with effect from the date of his completion of probation period i.e. 20/09/2023.

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**Department of Science and Technology and Waste Management**

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**Order**

328-10-2019/S&T/DIR/1289

Date: 18-Feb-2025

**Ref: Order No. 328-10-2019/S&T/DIR/1433 dated 02/03/2023.**

In pursuance of Section 5 of the Right to Information Act, 2005 (hereinafter referred to as “the said Act”) the following officials are hereby appointed as Public Information Officer (PIO) and Assistant Public Information Officer (APIO) for Department of Science and Technology and Waste Management (DST&WM) by amending the above referred order to deal with the applications received from the public under the said Act.

1.	Accountant Dept. of Science and Technology and Waste Management	Public Information Officer (PIO)
2.	Shri Nanda R. Naik Head Clerk Dept. of Science and Technology and Waste Management	Public Information Officer (PIO)
3.	Smt. Shilpa U. Dauskar (Upper Division Clerk) Dept. of Science and Technology and Waste Management	Assistant Public Information Officer (APIO)

**The Director**, Department of Science and Technology and Waste Management will be the **First Appellate Authority (FAA)** under the said Act, against the decision of the PIO/APIO, as far as the Department of Science and Technology and Waste Management is concerned.

**By order and in the name of the  
Governor of Goa**

Sd/-

(Ankit Yadav, IAS)

**Director (S&T&WM) & Ex-Officio  
Jt. Secretary to Government.**

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**Department of Tribal Welfare**

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**Order**

TRI/SLEMC/18/2024-25/5458

Date: 19-Feb-2025

Government is pleased to constitute the State Level Evaluation and Monitoring Committee for Tribal Research Institute, Goa under the Chairmanship of Secretary, Tribal Welfare in order to evaluate the new projects, monitor the ongoing projects so that the Implementing Agencies may expedite the projects promptly and to recommend the Implementing Agency for the new projects approved by the Apex Committee of Ministry of Tribal Affairs, Government of India.

The State Level Evaluation and Monitoring Committee shall consist of the following members namely:-

1. Secretary, Tribal Welfare	Chairman
2. Director, Tribal Welfare	Member
3. Director, Art and Culture	Member
4. Director, Health Services	Member
5. Director, Social Welfare	Member
6. Director, Archives And Archaeology	Member
7. Subject experts/Technical experts based on the subject matter of the proposals received.	Special Invitee/s
8. Director, Tribal Research Institute	Member Secretary

The above Committee shall meet as and when required as per the requirement but at least thrice a year.

The functions of the State Level Evaluation and Monitoring Committee shall be as follows:

1. To suggest new proposals pertaining to Research & Documentation, Training and Capacity Building, Infrastructure related considering the objectives of Tribal Research Institute, tribal festivals/yatras, Exchange Visits etc.
2. To evaluate the new proposals submitted by the Agencies/Government departments/Autonomous bodies/Corporations etc related to Research & Documentation, Training and Capacity Building, Infrastructure related considering the objectives of Tribal Research Institute, tribal festivals/yatras, Exchange Visits etc.
3. To recommend the Implementing Agency in order to execute the respective projects which are approved by the Ministry of Tribal Affairs, Government of India.
4. To review the ongoing projects and the funds utilized for the same.
5. To monitor and follow up the work with the Implementing Agencies in order to expedite the previous sanctioned projects promptly and in a time bound manner.

This order is issued with the approval of the Government.

By Order and in the name of the  
Governor of Goa,

**(Dasharath M. Redkar)**  
Director of Tribal Welfare